or forfeiture. *Witherspoon* v. *Mussleman,* 14 Bush (Ky.) 214; *Bullock* v. *Taylor,* 39 Mich. 137; *Rixey* v. *Pearre,* 89 Va. 113. But whatever may be the view of the particular court as to the validity of a provision of this kind, it is now well established by the Negotiable Instruments Law that the negotiability of the instrument is not affected thereby. The basis of this statute is the reason found in those cases that followed this rule prior to the statute, i. e. that the requisite of certainty of the sum payable continues till maturity, which satisfies the rule as to certainty of the sum. See *Oppenheimer* v. *Bank,* 97 Tenn. 19; *Morrison* v. *Ornbaum,* 30 Mont. 111.

BILLS AND NOTES—BONA FIDE PURCHASER—HOLDER FOR COLLECTION.—Where a bank habitually credits a depositor's account with negotiable instruments indorsed to it by him, but charges against the account all such instruments as are not paid, the bank is a bailee for collection, and not a bona fide holder for value. *Third National Bank of St. Louis* v. *Exum.* (N. C. 1913) 79 S. E. 498.

The general rule is that where the bank discounts a note for a customer, crediting the proceeds thereof to his account, it is not a bona fide holder for value unless such credit was drawn upon before the maturity of the note and before notice of facts invalidating it in the hands of the payee. *Drovers Bank* v. *Blue,* 110 Mich. 31; *Albany Co. Bank* v. *Peoples Ice Co.,* 92 N. Y. App. Div. 47; *City Deposit Bank* v. *Green,* 130 Ia. 384; *Manufacturers National Bank of Racine* v. *Newell,* 71 Wis. 309; *Thompson* v. *Sioux Falls National Bank,* 150 U. S. 231; *First National Bank* v. *Nelson,* 105 Ala. 180. The instant case, however, does not consider whether or not the proceeds credited to the account of the customer had been drawn upon, but bases its general rule that the bank becomes a mere bailee for collection on the habit adhered to of deducting unpaid instruments from the account of the customer. From the breadth of the doctrine as expressed, it would make no difference that the customer had drawn upon the account and the proceeds credited to same, provided only he has made later deposits from which the unpaid instruments might be deducted at their maturity. This would be contrary to expressed decisions and, it would seem, to the general rule before announced. *Fredonia Nat. Bank* v. *Tommei,* 131 Mich. 674; *Morrison* v. *Farmers and Merchants Bank,* 9 Okla. 697; *Dreilling* v. *National Bank,* 43 Kan. 197; *Fox* v. *Bank of Kansas City,* 30 Kan. 441; *Warman* v. *Bank,* 185 Ill. 60; *Dymock* v. *Midland National Bank,* 67 Mo. App. 97. To the contrary, see *Citizens State Bank* v. *Cowles,* 180 N. Y. 346.

CHATTEL MORTGAGE—UNPLANTED CROPS.—A chattel mortgage on cotton described as located in W. County, Texas, two miles southeast of V. and being "My first, second, third, seventh and eighth bales of my crop of cotton being produced this present crop on the lands owned by J. T. Dunson." *Held*: sufficient to confer a lien on the first, second, third, seventh and eighth lots of cotton baled for mortgagor regardless of whether such lots matured, were picked or ginned first or last; *Houssels* v. *Coe & Hampton,* (Tex. 1913) 159 S. W. 864.

The case presents a question upon which there has been a hopeless con-